

CONVEYANCING PRACTICE

The provisions of a mining lease are very elaborate and (*inter alia*) make provision for payment of rent and royalties; for vigorous working by the lessees; the keeping of plans; rendering of royalty accounts to the lessor; power to occupy surface lands belonging to the lessor; a "shorts" clause and many other matters, but all these clauses cannot be discussed in detail here. It will, however, be convenient to consider a few of these provisions under sub-headings.

Minimum Rent

This is the rent which the lessees are bound to pay to the lessor annually whether they work the mines or not. Where the lease is also of surface lands on which the mining works (e.g. the colliery shaft and buildings) are erected, the minimum rent may or may not include a specified area of surface lands.

Surface Rents

These are rents which the lessees have to pay for surface lands occupied by them for the purposes of their mining operations (e.g. dumps and spoil heaps). The lessees generally are under a liability to restore these surface lands to their original condition at the expiration of the lease, or alternatively to pay compensation therefor. Restoration is, however, in almost every case

impossible,
as one has only to look at the many
spoil heaps
existing in a mining area to realize
what an
enormous cost would be entailed in any
attempt at
restoration. To pay compensation is
therefore the
cheaper process. Many of these spoil
heaps are,
however, quite valuable as they
provide good